of the respective lots to the high water line. *Nirdlinger* v. *Stevens* (D. C., N. J., 1919), 262 Fed. 591.

The courts are agreed that no absolute rule can be laid down for the division of lands formed by accretion and that each case must depend upon its own circumstances. *Pittsburg & L. A. Iron Co.* v. *Lake Sup. Iron Co.*, 118 Mich. 109; *Gordon* v. *Rice*, 153 Mo. 676. The principles governing the division of accretions are applicable to cases concerning the division of water fronts, tide flats, coves, and the dry beds of inland lakes, and several of the cases cited below involve such situations. The following cases illustrate rules which courts have applied in order to effect an equitable division of such land. The boundary lines of the upland do not determine the side lines of the new land. *Curtis* v. *Francis*, 9 Cush. 427; *Kehr* v. *Snyder*, 114 Ill. 313. But they may be followed if by so doing each owner will retain a proportional share of the water front and accretion. *Gorton* v. *Rice*, *supra*. It is frequently said that each owner's share of the new frontaage shall be proportional to the frontage on the old shore lines, and the boundary drawn accordingly. *Deerfield* v. *Arms*, 17 Pick. 41; *Bachelder* v. *Keniston*, 51 N. H. 496; *Berry* v. *Hoogendoorn*, 133 Ia. 437; *Malone* v. *Mobbs*, 102 Ark. 542. Other courts have held that the boundary line shall be at right angles to the water line, or, if on a river, to a line following the current in the main channel. *Miller* v. *Hepburn*, 8 Bush. 326; *Wood* v. *Appal*, 63 Pa. 210; *Clark* v. *Campau*, 19 Mich. 325; *Reichert* v. *Ellis Co.*, 211 S. W. 403; *Thornton* v. *Grant*, 10 R. I. 477. In other cases the dividing line is drawn at right angles to a base line (which may be straight or in conformity to the shore) drawn across the mouth of the cove or bay), or, in other cases, across the corners of the lots to which the accretion has formed. *Rust* v. *Boston Mill Corp.*, 6 Pick. 158; *Northern Pine Land Co.* v. *Bigelow & Co.*, 84 Wis. 157; *Emerson* v. *Taylor*, 9 Me. 42. In still other cases where the land involved is the bed of an inland lake the division is made by drawing the boundary line at right angles to a line drawn through the center of the lake on its longest diameter. *Calkins* v. *Hart*, 113 N. E. 785. None of these rules is inflexible and variations of them have been resorted to where they would result in an inequitable division. *Stuart* v. *Greanyea*, 154 Mich. 132; *Emerson* v. *Taylor*, *supra*. In the principal case no attempt is made to formulate a general rule, but the division is made in such a manner as to give each owner a share of the new land in proportion to his share of the upland and a corresponding frontage on the ocean. In addition, the decree protects from confusion many titles to property near the *locus in quo* which were acquired with reference to the street system. See notes in 21 L. R. A. 776; 25 L. R. A. (N. S.), 257; Ann Cas. 1914 A 479.

WILLS—CONSTRUCTION—INTENT OF TESTATOR—RIGHT OF CHILDREN OF DECEASED LEGATEE.—Testator directed that the residue of his estate, both real and personal, should be divided into three equal shares, two of which should be given to two of his brothers and the remaining share to the child of a deceased brother, and appointed the legatees as executors. *Held*, that

where testator, by codicil, after the death of one brother appointed a son of such brother executor in place of his father, such child would take. *Dent et al.* v. *Dent et al.* (S. C., 1920), 102 S. E. 715.

As a general rule, the law favors the construction of a devise which will prevent its lapsing. *Kamps Ex.* v. *Hollenberg,* 8 Ky. L. Rep. 529; the intent of the testator will ordinarily prevail in the construction and disposition of a devise. *Brattle Square Church* v. *Grant,* 3 Gray (Mass.) 142, 63 Am. Dec. 725. This intent is to be sought for in a consideration of the entire instrument in view of all the attendant circumstances. *German* v. *German,* 27 Pa. St. 116, 67 Am. Dec. 451. At the common law, on the death of a devisee or legatee, his share of the estate would lapse and be disposed of under the rules of intestacy. 2 REDFIELD ON WILLS, 157. This was true, though the bequest read to his brother, his heirs and assigns where the legatee left several children. *Thornley* v. *Kershaw,* 109 Ill. App. 113; or where the apparent result of the intestacy would be to increase the portion of one already provided for. *Magnuson* v. *Magnuson,* 197 Ill. 496; or where the intent to include the children of legatees might be fairly presumed, but no provision had been made for such an exigency as the death of a devisee. *Cureton* v. *Massey,* 13 Rich. (S. C.) 104. If, however, the devise was to a class jointly, the death of one would result in survivorship. *Jackson* v. *Roberts,* 14 Gray (Mass.) 546; or if the legacy was given to discharge an obligation of the testator it will go as directed. A large number of states, of which the following are examples, have by statute done away with this lapsing where the devise is to direct offspring. *Moore* v. *Hayden,* 82 Me. 227; REV. ST., c. 74, Sec. 10; *Cheney v. Selman,* 71 Ga. 384; CODE, Sec. 2462; *Harris* v. *Harris,* 12 Gill & J. (Md.) 474, Act of 1810, c. 34. Some have extended it to cover bequests to other lineal descendants, but not to collateral relatives. *Gordon* v. *Pendleton,* 84 N. C. 98, REV. CODE, N. C., c. 119, Sec. 28; *Jones* v. *Jones,* 37 Ala. 646, CODE OF ALABAMA, Sec. 1605; *Bishop* v. *Bishop,* 4 Hill (N. Y.) 138, 2 REV. ST., p. 66; *Maxwell* v. *Featherstone,* 83 Ind. 339, 2 REV. ST. (1876), p. 573, REV. ST. (1881), Sec. 2571. Even where the devise is to a class as tenants in common it seems the devise lapses. *Davis Heirs* v. *Taul,* 36 Ky. 51; *Huston* v. *Read,* 32 N. J. Eq. 591. In *In re Barr's Estate,* 2 Pa. 428, testator devised all his estate to his seven brothers and sisters, naming them, "or their survivors." At the time of making his will four of them were dead, leaving issue alive at the time, and this fact was known to him. It was there held that the word "survivors" meant representatives, since this, the court found, would more nearly approximate testator's intention, and it was obvious that the will had been drawn by an illiterate man. The majority in the instant case contend the codicil, in view of the whole scheme of the will, indicated testator's intent to substitute the son. Since there is no statement or direct implication that he shall be so substituted, the case is to that extent an extension of the general rule.

WILLS—REVOCATION BY DIRECTION TO ATTORNEY TO DESTROY.—A letter was written by testatrix to her attorney, who had custody of her will, directing